



# COUNTY OF LOS ANGELES

## OFFICE OF THE COUNTY COUNSEL

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RAYMOND G. FORTNER, JR.  
County Counsel

June 30, 2006

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Agenda No. 66  
07/05/06

TO: SUPERVISOR MICHAEL D. ANTONOVICH, Mayor  
SUPERVISOR GLORIA MOLINA  
SUPERVISOR YVONNE B. BURKE  
SUPERVISOR ZEV YAROSLAVSKY  
SUPERVISOR DON KNABE

FROM: RAYMOND G. FORTNER, JR.  
County Counsel

RE: **Sheriff's Services In Unincorporated Communities**  
**Agenda Item 66 - July 5 Meeting**

On June 26, 2006, your Board instructed this office to present for consideration on July 5, 2006, a Memorandum of Agreement between the Board of Supervisors and the Sheriff to govern the level of Sheriff's services to be provided in each of the unincorporated communities.

Pursuant to your order, we have taken the blueprint document provided by the Board and modified it as we believe necessary to address the Board's issues. We have provided that document to the Sheriff for review. A copy is enclosed.

We will work collaboratively with the Sheriff over the next two to three weeks with the goal of reaching an agreement we believe will be mutually acceptable to the Board and the Sheriff. We will attempt to meet the Board's desire for a clear understanding of the Sheriff's patrol commitments in the unincorporated areas while addressing the Sheriff's obligations and responsibilities as a Constitutional Officer and Chief Law Enforcement Officer of the County.

If you have questions concerning this matter, please contact me, Assistant County Counsel Roger Granbo at (213) 974-1609, or Principal Deputy County Counsel Gordon W. Trask at (213) 974-1821.

RGF:GWT:lw

Enclosure

c: Leroy D. Baca, Sheriff

David E. Janssen  
Chief Administrative Officer

Sachi A. Hamai, Executive Officer  
Board of Supervisors

**LOS ANGELES COUNTY BOARD OF SUPERVISORS-SHERIFF  
UNINCORPORATED COMMUNITIES LAW ENFORCEMENT SERVICES  
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, dated for purposes of reference only, July 1, 2006, is made by and between the SHERIFF OF LOS ANGELES COUNTY, hereinafter referred to as "**Sheriff**", and the LOS ANGELES COUNTY BOARD OF SUPERVISORS, hereinafter referred to as "**Board**".

**RECITALS:**

(a) The Board is desirous of entering into an agreement with the Sheriff for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department for all of the Unincorporated Communities within Los Angeles County.

(b) The Sheriff of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1.0 MEMORANDUM OF AGREEMENT**

1.1 The Sheriff agrees to provide general law enforcement services for all of the unincorporated Communities of Los Angeles County to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by the Sheriff of the Sheriff of Los Angeles under the Charter of the

Sheriff and the statutes of the State of California, and under the municipal codes of the Board.

## **2.0 ADMINISTRATION OF PERSONNEL**

2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the Sheriff.

2.2 In the event of a dispute between the parties to this MOA as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Board shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Board.

2.3 With regard to section 2.1 the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

## **3.0 DEPLOYMENT OF PERSONNEL**

3.1 General law enforcement services performed hereunder may include, if requested by the Board, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

3.2 Services performed hereunder and specifically requested by the Board shall be developed for each Unincorporated Community in conjunction with the Sheriff and indicated on an Unincorporated Community Deployment of Personnel Form.

3.3 A initial Unincorporated Community Deployment of Personnel Form for all the Unincorporated Communities shall be developed by the Sheriff at a deployment level that is not less than the Scheduled Minutes indicated on the Los Angeles Sheriff's Department

patrol Area Statistical Summary for June 1, 2006 for each unincorporated Community, and each Unincorporated Community Deployment of Personnel Form shall be presented for approval by the Board within fifteen days of execution of the Memorandum of Agreement.

3.4 The Sheriff shall conduct and complete Phase I and Phase II Law Enforcement studies to determine the law enforcement needs of each Unincorporated Community within 180 days of the execution of the Memorandum of Agreement, and based upon said studies, Sheriff shall provide for Board approval a recommended Deployment of Personnel Form for all of the unincorporated Communities for the 2007-2008 fiscal year, commencing July 1, 2007. Sheriff shall conduct supplemental law enforcement needs studies each year thereafter, and shall present the Board an updated Deployment of Personnel Forms for each Unincorporated Community with their annual budget submittals.

3.5 The most recent dated and signed Deployment of Personnel Form for all of the Unincorporated Communities attached to this Memorandum of Agreement shall be the minimum staffing level in effect for each Unincorporated Community.

3.6 The Board is not limited to the foregoing services indicated, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

#### **4.0 PERFORMANCE OF CONTRACT**

4.1 For the purpose of performing said functions, Sheriff shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary

4.2 Notwithstanding the foregoing, the Board may provide additional resources for the Sheriff to utilize in performance of the services.

**5.0 TERM OF CONTRACT**

5.1 This Memorandum of Agreement shall be effective July 1, 2006 and shall remain in effect until terminated by mutual agreement of the parties.

**6.0 ENTIRE AGREEMENT**

6.1 This Agreement and Deployment of Personnel Forms attached hereto constitute the complete and exclusive statement of the parties which supercedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the Board and Sheriff.

**WITNESS WHEREOF**, the Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the Board has caused this Agreement to be subscribed in its behalf by its authorized officer.

SHERIFF OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca  
Sheriff, County of Los Angeles

BOARD OF SUPERVISORS OF THE COUNTY  
OF LOS ANGELES

By \_\_\_\_\_  
Michael Antonovich  
Mayor, County of Los Angeles

ATTEST:  
Sachi Hamai  
Executive Officer-Clerk  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Raymond G. Fortner, Jr.  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel